#### COMMERCIAL.

HONOLULU, MARCH 29, 1887. Nothing of interest in business circles has transpired during the week. Retailers are still complaining of dallness in trade, which from present indications does not promise well for the future. The wholesale dealers and jobbers are filling a good many orders for the planters and dealers on the other Islands.

The shipments of sugar to San Francisco during the week embrace five cargees, while the receipts of sugar from the other Islands have been large. Rice is also arrived freely from the plantations.

To-morrow Mr. Levey will offer at auction that valuable lot on the corner of Fort and Beretania streets, better known as the Mossman premises.

On Saturday, Messrs E. P. Adams & Co. will offer that desirable private residence on Lunalilo street, built and owned by Mr. C. Duval. The lot is a large one and the house is new, with all the modern improvements.

#### The Water Front-

If business was not all that could be desired in town, the front presented a scene of activity which would dispel the illusion that everything in the way of activity was at its lowest-drays with loads of sugar were to be en wending their way in all directions

The receipts of sugar and other freight still continue to arrive freely. All the coasting steamers arriving on Sunday had good eargoes—the Kinau, 11,000 bags sugar; the Likelike, 7,847 bags—she extended her trip to Hamakua; the Mikahala, over 2,000 bags; the Surprise and Kilanea Hou, on Saturday, each over 4,000 bags sugar. The coasters during

the week did well.

Arrivals-25d, Am. wh. bark Frances Palmer from San Francisco, and cruise; 24th, H.

I R. M. Vitiaz, from the Marquesas. Departures—23d, brig J. D. Spreckels and bktne. S. N. Castle, for San Francisco, with full cargoes of sugar, and the bark Velocity for Hongkong; 24th, Am. wh. bark Helen Mar for Arctic, and Am. tern Hera for San Franeisco with 500 tons sugar; 35th, Nor. bark P.

C. Peterson and bktne. Eureka for San Francisco with full cargoes of sugar; 27th, H. I. R. M. Vitiaz for Yokohama.

On the 23d the new bktne. S. N. Castle and the clipper brig J. D. Spreckels sailed within an hour of each other for San Francisco-both rounding Koko head. These two vessels will probably try conclusions on the pas-

sage over. The steamer Surprise is now bringing large loads of sugar from Kuau, Maui, and makes

The little schooner Kaulilua, of the Inter-Island fleet, is surprising every one with the rapidity with which she makes her trips, bringing full cargoes each time. Capt. Macaulay understands handling her to advan-

The Am. bktne. J. A. Falkenberg is en route from the Sound with lumber, and is The steamer Iwalani went on the Railway

for cleaning and repairs to her copper, on Tuesday. The Iwalani's cabin has also been curtailed, giving her greater freight capacity. She sailed Saturday for Hamakua ports. The tern Hera, after completing needed

repairs in the stream, was hauled alongside the wharf and quickly loaded, sailing for San Francisco on the 24th, with about 500 tons -valued at \$38,824.78 The Am. bktne. Mary Winklemann is now loading sugar, and expects to sail to-morrow for San Francisco. The Winklemann is now

commanded by Capt. Blake formerly of the The Am. tern W. S. Bowne is loading augar

for San Francisco, and will probably sail during the week.

The German bark C. R. Bishop, yesterday recived sugar from the Kinan. She will

probably complete her loading this week.

The Eureka had 7,000 bags sugar, 1,200 bags rice, 250 bbls, molasses and 300 bunches ban-

The Nor. bark P. C. Peterson had 15,154

aps snear and 1 400 has rice, for San FranThe Dr. bark velocity, for Hongkong, had a light freight and 89 Chinese passengers. The S. N. Castle had 15,582 bags sugar and 6,534 gals, sperm oil, the latest value of which was \$91,124.36. The total cargo was 900 tons. The J. D. Spreckels had 6,048 bags sugar and 720 bags rice, valued at \$38,356.50.

While in port, besides coaling, the Russian

war-ship, Vitiaz, received a new coat of paint. The departures leave the harbor almost bare of vessels destined for San Francisco. all in port are loading. There are several vessels now due from San Francisco.

The steamer Australia may be looked for April 6th, and the Alameda on the 16th, both from San Francisco.

The Mariposa will leave Honolulu for San Francisco, April 8th.

### PORT OF HONOLULU.

Arrived. Wh bk Helen Mars, from cruise

Wh bk Helen Mars, from cruise
Stmr Surprise, Weisbath, from Paia Harbor
Schr Kawaiiani, from Koolau
Schr Kaulilua, from Waizlea
Schr Waiehu, from Waizlea
Schr Waiehu, from Waiznee
Tuesday, March 22.
Stmr Lehua, Clarke, from Hamakua, Hawaii
Schr Halcakala, from Pepcekco
Schr Nettie Merrill, Crane, from Lahaina
Wednesday, March 23.
Bk Francis Palmer, Baker, from San Francisco
Stmr Waimanalo, Underwood, from Waiznee
Schr Liholiho, from Koloa
Thursday, March 24.

HIRM S Vitiaz, Makaroft from Marquesas Is Simr C R Bishop, Cheney, form Kanai Schr Kaukesouli, from Kohaia Schr Kaulilus, from Walanze Schr Wallele, from Kana Schr Wallele, from Kana Schr Rainbow, from Koolau

Schr Ehukai, from Kuau Schr Mans, from Hawaii Start J A Cummins, Neilson, from Walmanalo Star Walmanalo, Underwood, from Walmanalo Schr Rob Roy, from Koolau Schr Mokuola, from Ewa Schr Leahl, from Kauai

Stur Mokolli, McGregor, from Molokai Stur Kilabea Hou, Cameron, from Hawaii Stur C R Bishop, Ch. F. from Mani Stur Walalcale, Weir, from Kauai Stmr Ewa, Hughes, from Ewa Stmr Surprise, Wrisbath, from Paia Stmr Waimzuale, Underwood, from Koolau Schr Kulamanu, from Kohala

Star J A Cummins, Neilson, from Koosau Stmr J A Cummins, Neilson, from Koosau Stmr Mikahala, Hall, from Kanai Stmr Kinan, Lorenzen, from Mäni and Hawaii Stmr Likelike, Davis, from Mäni Schr Sarah & Eliza, from Koolau Schr Kawatlani, from Koolan

### Sailed.

Stime Surprise, Welsbath, for Pala
Start W G Hall, Bates, for Mani and Hawaii
Start Mokolii, McGregor, for Molokai and Maui
Start Mokolii, McGregor, for Molokai and Maui
Start Mainlenie, Weir, for Kanai
Start Jas Makee, Campbell, from Kanai
Start Ja Cummins, Nellson, for Walmanalo
Schr Mile Morris, for Ewa
Schr Walehn, for Walanae
Schr Wary, for Hamakua
Wednesday, March 25.

Schr Maty, for Hamakua
WEDNESDAY, March 25.
Bktne S N Castle, Hubbard, for San Francisco
Egtne J D Spreckels, Fries, for San Francisco
Wh bk Heisen Mars, for the Arctic
Schr Kawellani, for Koolan
Schr Kawellani, for Koolan
Schr Manuokawai, for Koolan
Schr Emma, for Banai
THURSDAY, March 24.
Tern Hera, Clossen, for San Francisco

THURSDAY, March 24.

Tern Hera, Clossen, for San Francisco
Stimr Waimanalo, Underwood, for Wainanse
Stimr C B Bishop, Cheney, for Kanai, etc
Schr Haleskaia, for Pepcekco
Bk P C Peterson, Browne, for San Francisco
Bkine Eureka, Meyers, for San Francisco
Bkine Eureka, Meyers, for San Francisco
Stimr Ewa, Hughes, for Ewa
Schr Mana, for Honamn
Schr Liholiho, for Kanai
Schr Rainbow, for Kgolan
Schr Rainbow, for Kgolan
Schr Kaulitua, for Wainane
Satunday, March 28.

Stimr Iwalani, Freeman, for Kanai
Stimr J A Cummins, Neilson, for Waimanalo
Sunday, March 27.

H I R M S Vitiaz, Makaroff, for Yokohama
Monday, March 28. MONDAY, March 28. Stmr Kilauen Hou, Cameron, for Hamakun Stmr Jas Makee, Campbell, for Kana? Stmr Mokolii, McGregor, for Molokai and Mani Stmr C E Bishop, Chaney, for Mani Stmr Sarprise, Weisbath, for Pana Schr Mofwahine, Staples, for Hawaii Schr Caterina, for Kanai

Schr Leahl, for Kanal Schr Kaukeaouli, for Kohula Schr Kaukenouli, for I Schr Mana, for Kanal

Vessels in Port. Bk C R Bishop, Walters Bk Velocity, Bolster Bk Kalakana, Armstrong Brig Allie Rowe, Phillips Bkine Mary Winkleman, Blake Tern W S Bowne, Paul Bk Hydra, Smith

#### PASSENGERS.

From Kausi, per Mikahaia, March 27—Prof M M Scott, C Alee, J Rosenberg, J Bremenheimer, W H Rice, Chas Gay, J Kala, W Hutchinson, J McDermott, 3 Chinese, and 42 deck.

From Mani, per Likelike, March 27—Hon H Kuibelani, Hon W C Parke, Mrs E H Balley, M Louisson, Miss Coussen, Miss McShane, Mr Downey, T Terkeisen, Mr Wheeler, 5 Chinese,

From Hawaii and Maui, per Kinau, March 27— From the voicano: Miss Bennett, Mrs Pierce, Miss Pierce, Capt Livingston, From way ports: J B Castle, N B White, S Roth, Rev A O Forbes, F S Lyman, Jr. C Ferneaux, R Catton, Hon F Pahia, Rev Father Touzot, Brother Bertram, C Notley and wife, C Hedemann, J M Poepoe, D L Aphart, J M Horner, I Rubenstein, W Ebeling, Miss A Keknhi, M Ross, Jr., and 46 deck.

DEPARTURES. For Maul and Hawaii, per Kinau, March 21—
For the Volcano: Capt Livingstone, W. G. Frenel,
Mr. Herbert and wife, Mrs Pierce and daughter,
A. L. Stetson. For way ports: Her Ex. Governess
Ululani, John T. Baker, Hon S. Parker, Maj. A. B.
Hayley, Rev W. H. Barnes, Mrs. J. E. Widdefield. J.
B. Castle, Mr. Furneaux, Miss Low, Mrs. C. R. S.
Kynnersley, Miss Wodehouse, Mrs. M. Kruger and
daughter, Mrs. E. W. Barnard, R. Catton, J. Rubenstein, N. D. White, S. Roth, Mrs. E. Lycan and
child, H. Deacon, C. Hebard, wife and 3 children,
and 130 deck. and 130 deck.

For Maui, per Likelike, March 21-Mrs J Kala-ma, M Louisson, J Vibrans, P N Makee, Miss I Lishman, W J Lowrie, and 60 deck.

For Kanai, per Jas Makee, March 22—Prof M M Scott, Mr Hutchinson, and 20 deck. For Mani and Hawaii, per W G Hall, March 22

For the Volcano: Commodore and Mrs Dickerson, Miss O'Connor. For way ports: Mrs Burgess, G W C Jones, Mrs Leegross, Miss Stella Keomailani, and 50 deck.

For Kauai, per Mikahala, March 23-Rev H Isenberg, J Rosenberg, L A Berheimer, A Cropp and wife, J N S Williams, Miss Hassfort, Misses Flora and Clara Glade, Miss Molteno, H Freden-berg, and 30 deck.

For San Francisco, per J D Spreckels, March 23-M H Merwin. For San Francisco, per S N Castle, March 3-L M Toussaint and child, Wm Johnson, J W

For San Francisco, per Hera, March 24-Mrs C Pratt and child.

#### BORN.

At Honokaa, Hawaii, March 21st, 1887, to the wife of Dr. C. B. Greenfield, a daughter.

#### DIED

CARTER-In this city, at the Queen's Hos-sital, March 22d, John Carten, a native of New York, aged 52 years.

#### THE FLANEUR.

"On doit toujours flaner!"

Bliff, told me, on the quiet, that he be-lieved old Nosbig really meditated taking unto himself a wife soon. He says things squint that way at present. We'll, who'd have thought it. "Blood will tell." Bliff. says he will probably be "best man."

Says Bliff. to me: "Were you at the Police Says Bliff. to me: "Were you at the Police Court yesterday morning? and did you notice a lot of our friends of the bath-house party?" I said yes; I saw them there, but Lot told me that the ones he wanted most had "gone a fishing in the country," and would not be on hand for a week or so, and he had to restroye the hericare. he had to postpone the business.

Bliff, related a little joke which came off Bliff. related a little joke which came off Friday night at the ball between a "scrub" and the "King of the Dudes," in which the latter "took water," leaving, with the "scrub" in hot pursuit. The dude took to a carriage, whose driver he was familiar with, and rapidly drove off, followed by the says us neard or them was the "king of the Dudes" saying to his driver: "Will you stand by me, Frank?" Call out the army—there's going to be a fight!

Our own cheek, with oceans of stuff, and Bliff., being a little "excited" from watching the stores, became slightly hilarious, and so did the other boys, and we had one of the gayest little picnics we could wish for. Pretty soon out went the electric light, and we were in the dark—Lot had gone and left only a little darip; nounting "We made a big Hall that night—no "guff."

FLANEUR.

On Wednesday I was down in Manuel's, On Wednesday I was down in Manuel's, looking at the new frescoed ceiling, when who should come in but Admiral Grisley and the Bo'sun of the Conundrum. "Oh oh," says I, "here's another fight." I was mistaken, for they commenced laughing and joking by themselves, concluding by hugging and kissing each other like a brace of blushing saband cities and settling the matter with ing school girls, and settling the matter with a couple of "snifters" which made these two brave warriors one in thought and action. The "hatchet is buried."

I hear the Admiral and officers of the great "Navee" were to be present, by request, in full civilian dress—claw-hammer coats, etc. -at the reception to the Russians, but at the last moment the order was countermanded by the Grand Duke, who thought the "small stores" would not hold out. Bliff, was there, and saw Grisley when he drove up, looking as smiling as a "summer morn," but when the flunkey gave him the Grand Duke's order to repair immediately to the flagship Conundrum and stand by the main tack and see that the main brace was properly spliced, the Admiral just wilted, and directed the the driver to take him to the dockyard. The Admiral looked as if he had encountered an Arctic cyclone "full-and-by." It was a cold day for the "Navee," and the Admiral and officers got left badly.

Don Celso Cæsar Moreno, who, some years ago figured prominently among you, is still on hand. I saw a letter of his the other day. He says that the Hawaiian Government owes him some money and you bet he is going to get it. I wouldn't go big licks on his scoop-ing much boodle out of the Treasury sack as long as the Grand Old Fraud is running things. The G. O. F. wants all he can get for himself and somewhale. things. The G. O. F. wants all he can get for himself and sonny-in-law. Don Celso had better have his old letter of credit framed and put into a museum as a curiosity. By the bye he isn't very nifty in his language, calls the G. O. F. the "Criminal Gibson," says that "reptile's place is in the gutter," and even goes so far as to say he is an "es-caped convict." I must ask Bliff, about this. The rest of the letter is too steep for me; I can't come the double back-action cussin' that the Don manages.

I had a confab with my friend Admiral Grisley about the Rifles' drill and "hop" on Friday evening. Says Grisley: "Flaneur, be sure and be on hand, and bring Bliff, along; we will 'be thar' with our new uniforms on, then you will be able to see how the sure of the says and have a more elevated. 'smart' we look, and have a more elevated idea of the Navy." I thanked the Admiral kindly, and promised to be on hand. I borrowed a "steel pen" shaped coat and set out for the ball, and found Bliff, already there, arrayed in grand style. Says I: "Bliff.," where did you raise these duds?" "Oh, I borrowed them from 'my uncle." Pretty soon I laid eyes on the Admiral, but he looked like a common plug—no uniform on.
Says I: "Admiral, what's up? Where's the
new uniform? What's the matter, eh, old
boy?" Grisley just led me into the yard
and told me the whole "biz"—how he and
the officers appeared before the Grand Duke in full rig, and he was tickled to death to see them look so gay. "But," says the Grand Duke, "your uniforms are too gorgeous altogether for a hop. You must wait until I give a grand State ball, when you can appear in public and do credit to this great Dukedom.

"On my" says Bliff. "ain't 'honors easy' in this country? Read this from a Massa' chusetts paper:" "American gentlemen de-sirous of attaining the honor of knighthood should seek the Sandwich Islands. The Grand Duke there has a stock of ribbons on

swim. One would think by the accounts which reach these coral strands from Canada that the old man had struck a gold mine, and was piling up the shekels sky high. Well I just talked to Nosbig about it, and told him to 'go slow,' you know, and not to bring the sacred Orders of the Frigate Bird or the Sea Serpent into disrepute by conferring them on Tom., Dick and Harry, and making a laughing stock of us all." Bliff. says Nosbig promised to look into the matter, and induce the Grand Duke to draws the line so as to exclude saloon keepers and "dock rats" and those who are not good looking. Nosbig says the revenue from the sale of these baubles is immense—lots of folks here want them and are willing to put up from \$150 to \$500 for these affairs—and to cut this branch off would paralyze the Royal exchenges which is the adult times violation. quer, which in these dull times might ruin the national credit.

You know Lot ?-of course you do. Real clever chap, you know. Well, Lot gave Bliff, and I an invitation to go down to the bathhouse with him, and see him "move the previous question." an Saturday evening, the 19th, on the boys there. We all got ready, and with the "cops" started for the fun. On reaching the scene of action, things were booming in the bath-house, and a first-class hula was in full blast. Lot just placed his boys where they would "do the most good," and then quietly we entered. We all took a peep before going in. Why, Bliff, and I just wilted when we saw the "boys" inside— nearly all the "goody-goody" fellows, who never go to such places, you know, oh no! There was one tall chap dancing the "tra-There was one tall chap dancing the "tra-la-loo," and doing it up in good shape, while nearly all present were fortifying their stomacus with a "little suthin," to nerve them for the fortion of Just then Lot's well-known visage appeared in their midst, and for a moment you'd have thought light-ning had struck the "shebang." It was only for a moment; then the rattling of boots commenced, and everyone played a lone hand, and played it well, too. In less than a minute the room was empty, and all was minute the room was empty, and all was quiet. The tall chap was the first to sniff the danger, and with a yell, which sounded like "Haw, damme!" went flying out of the door into the briny deep, and has not since been seen. Another disappeared through the window, and was soon miles away. The "goody-goody" chaps, after getting their "second wind," just took to the water and floated off like corks, or quietly waded through the mud, singing "Pull for the Shore." An ancient-looking chap, who would adorn a page of history to advantage, remained, and Lot closed with him. Oh, you ought to have seen the dust fly-this was the best fun of the lot. A regular cotillon folowed, in which Lot led off; the old chap's feet were too large, and he couldn't waltz with Lot, who was getting the bulge on him. Pretty soon the old chap got a slant for the door, and just "whooped her up" for one grand strike for liberty, and tried to slide through, but it was no go, one of his huge feet struck the door post, just wreck-ing it, while Lot, laying off his white plug hat and long tailed coat, with a herculean effort seized the other foot, and then lift and I dropped from our good place and helped Lot. Oh, didn't that old mule kick—talk about the "can-can," why it wasn't a circumstance to this old rooster's lofty kick ing. After taking a good look at him, and noting his and other names down on the first page of his little book, Lot allowed him to slide, and he went flying across lots through the mud. A Colonial dude was also trapped with the other "good little boys," who said, "It's blawsted awkward, you knaw. Only came out for a blooming bit of fun, you knaw, and to get run in. Oh, blarst me hies, it's a blooming go!" While Lot and the "cops" were confiscating the "small stores" and Bliff. and I were watching them, While Lot and the "blarsted" dude suddenly remembered an engagement he had, and quietly slid through the window. Now we had the "shebang" to our own cheek, with oceans of stuff, and Bliff., being a little "excited" from watching

### The Mandamus Case.

BEFORE JUDD, C. J.

THURSDAY, March 23, 1887. Nakamura Munataro vs. A. W. Haalilio, Deputy District Justice of Hamakua, Hawaii. Petition for mandamus. The petitioner, by his attorney, Mr. Katsura, applied to me for his attorney, ar. hatsura, applies to me lor a writ of mandamus, setting forth that on the 10th of February, 1887, the petitioner sued out from respondent, who was Deputy District Justice of the District of Hamakus, Hawaii, a summons against one W. H. Purvis, of Kukuihaele, Hamakua, Hawaii, the master of said petitioner under a written labor contract, to cancel said contract on the ground of a breach thereof, also praying for costs, etc.

Both parties were summoned by said re spondent to appear before him on the 14th of February, 1887, and they duly appeared, but the said respondent refused and declined to hear the case, and forfeited the costs de-posited by petitioner. The petitioner prayed this Court to issue a writ of mandamus to show cause why the said trial should not be held.

This Court issued a writ on the 5th of March, commanding the said respondent to hear the case without delay, or show cause why he should not within ten days after the service of the writ upon him.

On the 21st of Mach an answer came from

respondent, admitting that he issued a sum-mons on the 10th of February, 1887, against W. H. Purvis on the said Nakamura Mona-W. H. Purvis on the said Nakamura anna-taro to cancel the labor contract between them, and the respondent sat on the 14th of February as Deputy District Justice of Ha-makua to hear the case. The petitioner claimed that he was a servant bound to serve W. H. Davris the defendant under a labor W. H. Purvis, the defendant, under a labor contract, and alleged that the contract was broken by defendant and the law of masters and servants violated, and asked the Court to annul the contract and to award damages and costs to plaintiff, in accordance with section 1423 of the Civil Code.

Counsel for the defendent, J. K. Kauna-mano and Z. Paakiki, urged that the 1423d section of the Civil Code was repealed by an Act of the Legislature approved on the 13th of July, 1874; also that this is a civil case, and the amount of damages is not laid in the complaint; also, that Nakamura Munataro had brought suit against his master, W. H. Purvis, before J. P. Miau, District Justice of Hamakua, to cancel the contract, on the ground that his master owed him, but the Mortgagee's Notice of Intention to

The answer further says that respondent lecided not to bear the case because he was of opinion that as the Act of July 13, 1874, repealed "all laws and parts of laws consistent therewith," it repealed section 1,423 of the Civil Code, and the Court has now no jurisdiction to try cases for infringement of contracts between masters and servants. Also, that as the District Justice had entertained the case of the plaintiff against de-fendant and decided against him in part and held the case as regards the suit, \$18 wages, the respondent decided the case in favor of the defendant, and ordered him to

pay costs of \$3 50. Pay costs of \$3 50.

The petitioner demors to the answer, and avers that the Act of 1874, referred to in the answer, only regulates the general jurisdiction of District Justices with regard to civil cases founded on pecuniary demands, and has nothing to do with the relations between masters and servants, and over which the District Justices have by law jurisdiction conferred upon them. Also, that a pending suit for wages between the same parties in the same Court is no bar to an action to can-

cel the contract. cel the contract.

By the Court—It is to be regretted that the respondent has not appeared by counsel or in person, but relies upon his answer. I find from the statement of petitigner's counsel that J. P. Miau, the District Justice, declined to allow the uniting of the two Grand Duke there has a stock of ribbons on hand which can be had cheap." Says Bliff., "I knew it would come to this, when every other chap you meet here is wearing the badge of some of these orders; besides there is that distinguished old 'blue nose' who has been highly honored by being accidentally decorated, and has notlified all his Kanuck friends of this strenk of luck which has overtaken him in his old age, and made his head the points of defendant Purvis' counsel that J. P. Adams & Co., in Honolulu, on MONDAY, the bid day of June. 1857, at 12 M. declined to allow the uniting of the two actions, one for wages and one to cancel the contract, and that is all that was done by him, but that the Deputy Justice, A. W. Haalilio, who acted in the absence of Mian, heard the points of defendant Purvis' counsel.

sel, and merely declined to try the case. It is very strange that any misapprehension should exist in the mind of the Deputy District Justice in regard to his jurisdicti By section 1,423 of the Civil Code jurisdic tion is conferred upon Police and District Justices, whenever a master shall be found guilty of any cruelty, misusage or violation of the terms of the contract towards any person bound to service, etc., to examine into, hear and determine the complaint, etc., and if the complaint is sustained, to dis-charge the laborer from all obligations of service, and he has power to punish the master by fine, etc.

Section 915 of the Civil Code gives jurisdiction to District Justices to hear and deter-mine all civil cases whenever the amount in controversy or the amount of plaintiff's demand does not exceed \$100, etc. This was amended by the Act of July 13, 1874, which merely increased the limit of jurisdiction to \$200. This law, which has proved a stum-bling block to the respondent, does not con-flict with the law conferring special jurisdiction on District Justices to try the cases of complaints against employers of labor on the part of their bound servants. The two laws are upon different subjects. The two jurisdictions exist concurrently.

I can hardly conceive how any lawyer could make such a point or any Justice entertain such a view of so plain a law. As regards the other point, that a civil suit for wages is still pending between the same par-ties, this is no bar to the suit to cancel the contract. Arrears of wages might be recov-ered even after a labor contract was annulled

I deem the cause shown to be insufficient and a peremptory mandate may issue to the said respondent to proceed to hear and determine the complaint of the said petitioner. Nakamura Munataro, against the said W. H. Purvis, his master, giving reasonable notice to both parties, and to pay the costs of these proceedings.

Mr. K. Katsura for petitioner.

#### The Gasette's Kohala Letter.

Конада, March 25, 1887. We have had a full week of clear weather, and I am afraid we are a little unbalanced by so much of the unexpected. However, there seems to be a determination to bear

up under it. We are really to see the Japs, too, for ou district has guaranteed the five hundred dollars, and the first performance will take place on the night of Saturday next. All are looking forward to having their nerves strained and their hair made to rise in the awful delight of grand and lofty tumbling. Great preparations are in progress for the success of the fancy ball which comes off April 14th. There are numerous consulta-

tions and mysterious whisperings among the women, and the men are raking their hair to find ideas for something original, as well as suitable. The musicale, too, is progressing, and its object being a very worthy one, namely: the covering of the cushions in the pews of the

Union Church, it is hoped that there will be a full house in attendance. A most distressing disaster occurred at Kohala plantation the day before yesterday. A Portuguese teamster was thrown from his saddle on one of the mules; the team being frightened, started up, and the wheels passed over the man's leg, close to the body, frac-

turing the bone. Dr. Shelden, of Maui, is still in Kohala and kept very busy. I have been told (it is probably an American conceit) that the American dentist is appreciated the world over. The many people to be seen who are either going to or returning from the gentleman's office would imply that there was some foundation for the statement.

The Kynnersley families have returned and with them Miss Ethel Wodehouse. Another candy pull at the house of Rev. A. Ostrom to-night. Why was I left out, I

#### New Advertisements.

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1154 tf 66 Fort Street, Honolulu.

Dissolution of Partnership. OWING TO THE DEATH OF

Mr. S. L. Coan, of the firm of Richardson &
Coan, the parinership heretofore existing between C. E. Richardson and S. L. Coan, is dissolved All debts due the late firm of Richardson
& Coan, must be paid to the undersigned without
delay, or they will be put into the hands of an
attorney for collection. The undersigned will
also settle all debts due by the late firm of Richardson & Coan.

Hilo, March 1st, 1887.

1156 4t

Co-partnership Notice! HO YEE, HO PAI YET, HO ON and Man Wah, all residing at Waimaln, Ewa, Oahn, Hawailan Islands, have this day entered into co-parinership under the name of See Wo Tai Company, for the cultivation of rice af said Waimalu. The firm name is not to be used to assume any obligation nor can any of the partnership property be transferred without the consent first obtained of all the members of the firm.

Honolulu, March 7th, 1887. 1157 4to SEE WO TAL COMPANY.

Executrix's Notice!

THE UNDERSIGNED HAV. ing been duly appointed Executrix of the Estate of CHAS, ED. HENSON, late of Hono-Estate of CHAS. ED. HENSON, late of Honoluiu, deceased, all persons having claims against the said Estate are notified that they must present the same duly, verified and with proper vouchers to the undersigned, at No. 10 Knkui Street, Honolulu, within 6 months from date of this notice, or they will be forever barred; and all persons indebted to the said Estate are requested to make immediate payment to me.

KATHERINE M. HENSON,
Executrix of Estate of C. E. Henson. Executrix of Estate of C. E. Henson, Honolulu, March 15, 1887.

Foreclose.

IN ACCORDANCE WITH A power of sale contained in a certain mortgage made by the Alden Fru t and Taro Company, a Hawaiian corporation, to S. B. Dole, M. S. Parker and W. C. Parke, trustees under the Will of W. C. Lunalilo, deceased, dated the 2d day of Angust A. D. 1886, and recorded in the Hawaiian Registry of Deeds, in Liber 29, pages 371, 372, 373 and 374. Notice is hereby given that the mortgages intend to foreclose the sald mortgage for breach of the condition thereof, to wit: the non payment of interest when due.

S. B. DOLE,
M. S. PARKER,
W. C. PARKE.

Trustees Lunalilo Estate.
Honolulu, March 12, 1887.

Marten coals, Notice of Paraclasure and IN ACCORDANCE WITH A

Mortgagee's Notice of Foreclosure and of Sale.

of Sale.

IN ACCORDANCE WITH A power of sale contained in a certain mortgage made by Wong Leong & Company to Bishop & Company, dated the lith day of January, 1887, recorded in Liber 83, pages 372 to 380, and by the same parties to Jones & Company, recorded in Liber 87, pages 328, etc. Notice is nereby given that said mortgagees intends to foreclose said mortgage for condition, broken, to-wif: the non-payment of interest and principal, and upon said foreclosure will sell at public affection, at the salesrooms of E. P. Adams & Co., in Honolulu, on MONDAY, the 6th day of Jane, 1887, at 12 M. of said day, the premises described in said mortgage; as below specified.

Further particulars can be had of W. B. Castle, attorney at law.

JONES & COMPANY,

Assignee of Mortgagee.

New Advertisements.

FORTY-SECOND ANNUAL REPORT

# NEW YORK LIFE.

# Insurance Company,

OFFICE: NOS. 346 AND 348 BROADWAY, NEW YORK.

JANUARY 1st, 1887.

#### REVENUE ACCOUNT.

Less deferred premiums January 1st, 1886 . . . \$16,386,067 69
Interest and rents (including realized gains on Securities sold). Less Interest accrued January 1st, 1886..... 4,157,786 42
435,284 18-

435,284 18- 3,722,502 24-\$19,230,408 28

\$82,743,026 28

# DISBURSEMENT ACCOUNT.

Losses by death, including reversionary additions to same. \$ 2,757,035 97 Endowments, matured and discounted, including reversion-

4,311,119 11 243,142 84 Taxes and re-insurances.....

Commissions, brokerages, agency expenses and physicians' fees. Office and law expenses, salaries, advertising, printing, etc..

523,672 30-\$10,928,402 80 371,819,623 48

\$ 3,033,305 13

6,839,974 22

15,228,775 00

4,450,000 00

408,619 44

1,041,666 15

486,497 10-\$71,819,623 48

# ASSETS.

Cash in bank, on hand, and in transit (since received)..... United States bords and other bonds and stocks (market value, \$43,124,273.88).

Real Estate..... Bonds and mortgages, first lien on real estate (buildings thereon insured for \$14,000,000 00 and the policies assigned to the Company as additional collateral security)
Temporary loans (market value of securities held as col-

Temporary loans (market value of securities held as collateral, \$5,912,741 00).

\*Loans on existing policies (the reserve held by the Company on these policies amounts to over \$2,000,000 00)...

\*Quarterly and semi-annual premiums on existing policies, due subsequent to January 1st, 1887...

\*Premiums on existing policies in course of transmission and collection. (The reserve on these policies, included in Liabilities, is estimated at 1,050,000)...

Agents' balances.

# CASH ASSETS, Jan. 1st, 1887 - \$75,421,453 37

Appropriated as follows: 202,346 43 Adjusted losses, due subsequent to January 1st, 1887...... \$ Adjusted losses, due subsequent to January 1st, 1607.

Reported Losses, awaiting proof, etc.

Matured endowments, due and unpaid (claims not presented)

Annuities due and unpaid (uncalled for).

Reserved for re-insurance on existing policies; participating insurance at 4 per cent. Carlisle net premium; non-par-37,890 70 9,318 74

ticipating at 5 per cent. Carlisie net premium.

Reserved for contingent liabilities to Tontine
Dividend Fund, January 1st, 1886, over and above a 4 per cent reserve on existing poli-

DEDUCT-Returned to Tontine policyholders during the year on matured Tontines ...... 267,848 21 

62,525,599 00

\$67,340,926 12 Divisible Surplus (Company's Standard)...... 8,080,527 25

\$75,421,453 37

Surplus by the New York State Standard at 41/2 per cent. (including the Tontine Fund)..... From the undivided surplus of \$8,080,527 25 the Board of Trustees has declared reversionary dividend to participating policies in proportion to their contribution to surplus, available on settlement of next annual premium.

Death-Claims Income from Insurance in paid. Interest. force. Cash Assets. 1882, \$2,798,018 1883, 2,712,863 1884, 2,971,624 1885, 3,399,069 1882, \$1,955,292 Jan. 1, 1883, \$171,415,097 Jan. 1, 1884, 198,746,043 Jan. 1, 1885, 229,382,586 Jan. 1, 1883, \$50,800,396 2,263,092 2,257,175 2,999,109 Jan. 1, 1884, 55,542,902 Jan. 1, 1885, 59,283,783 Jan. 1, 1886, 66,864,321 Jan. 1, 1887, 75,421,458 Jan. 1, 1886. 259,674,500 Jan. 1, 1887, 2,757,035 304,373,540

Number of Policies Issued during the year, 22,027. Risks assumed, \$85,178,294.

# C. O. BERGER, Honolulu.

General Agent Hawaiian Islands:

New Advertisements.

Mortgagee's Notice of Intention to Mortgagee's Notice of Intention to Foreclose and of Sale.

IN ACCORDANCE WITH A IN ACCORDANCE WITH A power of sale contained in a certain mortgage made by Kaai (w) and Kealoha Mani, her husband, of North Kona, Island of Hawail, to John D. Holt, dated 4th day of December, 1882, recorded in the office of the Registrar of Conveyances, in liber 77, on folios 109-7, and assigned to A. J. Cartwright, Jr., by deed of assignment dated 18th of September, 1883, and recorded in liber 82, folios 438-440, notice is hereby given that said mortgages intends to foreclose said mortgage for condition broken, to-wit, the non-payment of both principal and interest when due, and upon said foreclosure will sell at public anetion, at the sales room of K. P. Adams & Ca., in Honolulu, Island of Oahu, on SATURDAY, the 9th day of April, 1887, at 12 m. of said day, the premises as described in said mortgage as below specified. pecified. Further particulars can be had of J. M. Mon-

Further particulars can be had of J. M. Monsarrat, attorney at law.

A. J. CARTWRIGHT, JR.,

Assignee of Mortgagee,
Honoisiu, March 8, 1887.

The premises to be sold are: All those tracts
and parcels of land situate at Holunion Elua.
North Kona, Island of Hawsil, containing an
area of 3 acres 456 30-100 square fathoms, and
being the same premises more particularly described in Royal Patent No. 4.227. L. C. Award
7.801, to Kaluhimoku, and that were conveyed by
seld Kaluhimoku to the said Kasi by deed dated
January 29, 1876, and recorded in liber 77, folio
105.

Mortgagee's Notice of Foreclosure and of Sale.

IN ACCORDANCE WITH A IN ACCORDANCE WITH A power of sale contained in a certain mortgage made by Lau Sung to W. R. Castle in trust for the Williams Estate, dated 1st day of February, 1887, recorded in liber...page. Notice is hereby given that said mortgage intends to foreclose said mortgage, for condition broken, and upon said foreclosure will sell at public auction at the sales rooms of E. P. Adams & Co., in Honolulu, on MONDAY, the 11th day of April, 1887, at 12 m. of said day, the premises described in sald mortgage as below specified.

Further particulars can be had of W. R. Castle, Attorney at Law.

W. R. CASTLE, Trustee, Mortgagee,

Premises to be sold are:
Two shares unincumbered, and one share subject to a mortgage to L. Ahlo or in all one half interest in that certain Rice Plantation in Walpio, Ewa, Oahu, doing business formerly as Look Pong Wal and at present as Sui Chee Hop. This plantation is known to all and is one of the best in Ewa. Leases cheap and lands rich. Untile and other property in good order.

Mortgagee.

By said Nino, by deed dated the Mith of September, 1877, and recorded in the office of the Bertistra of Conveyances in said Honolulu, in Phere or Interest in that certain Rice Plantation in Walpion Wa

New Advertisements.

Poreclose.

NOTICE IS HEREBY GIVEN
that pursuant to a power of sale contained in a certain mortgage deed, dated the 19th day of August, 1882, made by W. L. Wilcox, of Houngarin, Oahn, to Thomas Brown, late of Bonolein, deceased, and of record in Liber 75, on pages 307, 308 and 309, and for a breach of the conditions in said mortgage deed contained, to wit: the non-payment thereof, that all and singular the lands, tenements and hereditaments in said mortgage deed contained will, after the time limited by law, he sold at public auction on account of the breach of the conditions as here-inhefore mentioned.

The property in said mortgage deed described being situate at Kalihi, Island of Oahn, and more particularly described in Hoyai Patents 488 and 3592, and containing an area of two and a haif (25) acres, more or less.

MARY ANN BROWN,
Executrix Estaic of Thos. Brown, Jeccased, Dated Honolulu, March 8th, 1887.

Mortgagee's Notice of Intention to Foreclose.

Mortgagee's Notice of Intention to

Foreclose and of Sale. IN ACCORDANCE WITH IN ACCORDANCE WITH A power of sale contained in a certain morty are made by J. Makarla, of Kasawa. Kooinnios. 12. and of Cahu, to A. J. Cartwright. Trustee of the Estate of R. W. Holt, dated 23d day of May. 1884, recorded in the office of the Hegistrar of Conveyances. In Liber 90. on follow 30 and 21. Notice is hereby given that said mortgage intends to wit: the non-payment of both the principal and foreciose said mortgage for condition broken, to interest when due and upon said forecioses will sell at public auction, at the salesroom of E. P. Adams & Co. in Honolului, Island of Oahn, on of said day, the 9th day of April, 1887, at 12 M. mortgage as below specified.

Further particulars can be had of J. M. Mox-sarrar, Attorney at Law.

Trustee of the Estate of H. W. Holt.

Honolulu, March 8th, 1887.

The premises to be solit are: All those certain

Honoldin. March 8th, 1887. Mortgagee.

The premises to be sold are: All those certain pieces or parcels of land situate at said Kanawa, containing an area of 756-100 acres and being the same premises more particularly described in Royal Patent No. 297, L. C. Award No. 293, to Miho, and that were conveyed to said mortgagor by said Niho, by deed dated the 24th of Nemember, 1877, and recorded in the office of the Registra of Conveyances in said Henolulu, in Fiber 51, folio 364. Taro land and kula mear the ficorenment road.